Request for Proposal Number 10-70134-000

Mental Health Services Oversight and Accountability Commission's (MHSOAC's) Expanded Statewide Evaluation of the Mental Health Services Act (MHSA)

Mental Health Oversight and Accountability Commission
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A. Purpose of this Request for Proposals (RFP)

The purpose of this evaluation effort by the Mental Health Services Oversight and Accountability Commission (MHSOAC) is to: 1) determine per person costs and provide a financial analysis of the achieved outcomes/benefits of full service partnerships; 2) using participatory research, determine the impact of selected services/strategies on outcomes specified in the Mental Health Services Act (MHSA or Act) or system of care statutes; and 3) obtain recommendations for future evaluation activities/strategies.

This RFP seeks proposals to determine who will serve as an Evaluator of the MHSA. While collaborative proposals including subcontracts are acceptable and even encouraged to provide the relevant range of evaluation expertise and/or capacity, the proposal must be submitted by a lead or prime contractor, hereinafter called proposer.

This evaluation represents one step in a multi-phased approach to a continuous evaluation focused on accountability, oversight and quality improvement that is guided by the MHSA.

B. Background

Mental Health Services Act

In 2004, the MHSA was approved through a voter initiative to support a system-wide change in the public community mental health system of California as well as positively impact the way that society responds to mental illness. The MHSA was crafted to finance culturally and linguistically competent, innovative mental health services for Californians of all ages using models that incorporate the critical elements of hope, personal empowerment, respect, social connection, self-responsibility, self-determination and early intervention necessary to help individuals recover from mental health crises and to manage their illnesses over time.

The Act emphasizes an expectation for a participatory process that meaningfully engages a broad range of stakeholders, including consumers of mental health services and their families. Inclusion of representatives of communities that are unserved and underserved by the public community mental health system is critical.

MHSA Values

The MHSA has clearly articulated values which are to be embedded throughout the planning, policy development, implementation and evaluation of the MHSA:

1. Increase client and family involvement and engagement
2. Reduce disparities in access and outcomes
3. Increase cultural competency
4. Promote recovery/wellness/resiliency orientation

5. Increase integration of mental health services experience
6. Integrate mental health services with substance abuse and primary care services
7. Establish and foster community partnerships and systems collaborations
8. Increase stakeholder involvement throughout public community mental health system

These values are reinforced in the California Code of Regulations, Title 9, Division 1, Chapter 14 and in actions by the MHSOAC which provide for:

1) Community Collaboration—a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources to fulfill a shared vision and goals.
2) Cultural Competence—in all aspects of policy-making, program design, administration and service delivery, incorporating and working to achieve equal access to services of equal quality without disparities among racial/ethnic, cultural, and linguistic populations or communities.
3) Client and Family Driven—the client or the family of children and youth has the primary decision-making role in identifying needs, preferences and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful.
4) Wellness-, Recovery- and Resilience-Focused
5) Integrated Service Experiences—the client, and when appropriate the client's family, accesses a full range of services provided by multiple agencies, programs and funding sources in a comprehensive and coordinated manner.
6) Co-occurring Disorder Services Competency--services should incorporate appropriate methods to ensure that co-occurring disorders (mental health and substance abuse) are treated efficiently and in a cost-effective manner.

MHSA Funding

The Act establishes a 1% tax on personal income in excess of one million dollars. To date, more than $6 billion in new resources for the public community mental health system have been generated.

These funds are dedicated in specified proportions to provide funding for specified components: Community Services and Supports (CSS) which includes children's (and transition aged youth), adult and older adult systems of care; Prevention and Early Intervention (PEI); Workforce, Education and Training (WET); Capital Facilities and Technological Needs (CF/TN); and Innovation (INN). In addition, up to 5% of funding received is provided for state administrative activities.

State Level Roles and Responsibilities

California's public community mental health system services are directly administered and implemented by counties. (Note, two city-based programs also implement these systems; hereinafter, they will be included in the term "county".) Statute prescribes shared roles for state-level administration of the community public

mental health system. The functions of the primary state-level entities as they relate to this evaluation are described below.

The Act created the MHSOAC, in part, to oversee the children's, adult and older adult systems of care, and MHSA funded services of California's public community mental health system. The MHSOAC will be the entity contracting for the evaluation funded pursuant to this RFP.

The California Department of Mental Health (DMH) receives data from counties, manages the statewide databases and will make the essential databases available to the Evaluator. DMH also provides many administrative services to the MHSOAC, including processing RFPs and contracts, and accounting. As such, the MHSOAC has authorized DMH to receive all correspondence from potential proposers regarding this RFP, on behalf of the MHSOAC.

The California Mental Health Planning Council (CMHPC) reviews and approves the performance outcome measures for public community mental health. Consistent with this responsibility, the CMHPC approved "Performance Indicator Proposal for the Mental Health Services Act, September, 2009" (available at website link: http://www.mhsoac.ca.gov/soac-announcements.aspx) which is a comprehensive set of indicators/outcomes that are consistent with the MHSA. The CMHPC also approved a prioritized set of indicators/outcomes, "Matrix of California's Public Mental Health System Prioritized Performance Indicators" (available at website link: http://www.mhsoac.ca.gov/soac-announcements.aspx)

Additional Resources and Other Evaluations

The MHSOAC contracted for development of 1) a summary of available databases, 2) a survey of individuals and organizations to develop priorities for this and future evaluations, and 3) a list of previous and current evaluation efforts These documents are provided to supplement background information provided in this RFP and are available at the following website link: http://www.mhsoac.ca.gov/soac-announcements.aspx

The MHSOAC has contracted with the University of California at Davis Center for Reducing Health Disparities (UCD-CRHD) for an analysis focused on disparities in mental health care. A brief summary of the UCD-CHRD deliverables are listed below:

1. Statewide analysis of disparities in service access and delivery by race/ethnicity, gender and age. Explore the possibility of using merged data to examine the relationship between physical health and mental health. Anticipated completion date: December 2010.

2. For 3 counties, reports and maps showing local area services use indicating areas of the counties that are underserved. Examine possible disparities in type and frequency of service use by local area geographies race/ethnicity, gender

and age. Work with counties to develop plans and ongoing analyses for tracking quality and cost-effectiveness of care and improving service access, delivery and quality. Anticipated completion date: December 2010.

3. Detailed analysis of the mental health component of the California Health Information Survey (CHIS) 2007 data. Make specific recommendations on the design of a follow-up survey to CHIS for the purposes of determining (i) prevalence rates of mental disorders based on DSM-IV diagnostic criteria, (ii) functional impairment, and (iii) services use by persons with disorders and functional impairments. Anticipated completion date: September 2010.

The following deliverables are expected from the MHSOAC's Initial Statewide Evaluation which is currently in the competitive bidding process anticipated to be an executed contract by late January 2011:

1. Summaries and analyses of activities and expenditures of local MHSA funds. Anticipated completion date for initial statewide data: June, 2011.

2. Standardized templates and reports on statewide and county specific data consistent with the Matrix of California's Public Mental Health System Prioritized Performance Indicators (http://www.mhsoac.ca.gov/soac-announcements.aspx). Anticipated completion for Initial statewide data: December 2011.

3. Summary and Synthesis of Existing Evaluations with a focus on the impact of MHSA on consumer outcomes and MHSA values, including recommendations for next steps and resources. Anticipated completion date: December 2011.

4. Recommendations regarding next steps, identification of gaps in MHSA evaluation, projected costs, and transition plan for on-going evaluations. Anticipated completion date: December 2012.

DMH has also contracted for MHSA evaluations. The reports from these completed evaluations are available at: http://www.dmh.ca.gov/Prop_63/MHSA/Publications/default.asp#StudiesReportsSummariesFS.

Many counties are evaluating local impacts. There may be other evaluations of the impact of the MHSA by academic institutions, foundations, stakeholder groups, etc. that may also provide helpful information to the proposer.

C. Deliverables

Payment to the Contractor shall be based on the satisfactory completion and delivery of project deliverables. Deliverables from the Evaluator must be in an electronic format (to be agreed upon prior to start of work) that is easily posted on the MHSAOC website, pursuant to Government Code Section 11135 in compliance

with accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended and regulations implementing that Act.

The proposer must list in their proposal the lump sum or fixed price of each deliverable using Attachment 8A: Cost Sheet. Below is the list of deliverables requested through this RFP:

Timeframes for deliverable #1 assume that the contractor receives the databases from DMH by 5/31/11. Timeframes for deliverables will be extended consistent with any delays beyond that date for receiving the essential databases.

Deliverable #1—Full Service Partnership Analysis

a. Initial written report submitted electronically and hard copy by 12/31/2011 that specifies the: i) statewide and county specific per person annual cost average and range for adults, older adults, children, and transition age youths; and ii) proportion of revenue by funding source.
b. Final written report submitted electronically and hard copy by 3/31/2012 that specifies the: i) statewide and county specific per person annual cost average and range for adults, older adults, children and transition age youths; and ii) proportion of revenue by funding source.
c. Initial written report submitted electronically and hard copy by 7/31/2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for at least one of the four age groups identified in deliverable 1a above.
d. Final written report submitted electronically and hard copy by 10/31/2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for the same age group(s) reported in deliverable 1c.

Deliverable #2--Impact of MHSA on Client Outcomes using Participatory Research

a. General System Development Programs under the CSS component of the MHSA
    1) Written report submitted electronically and hard copy by 9/30/2011 that specifies at least one selected General System Development-funded service/strategy, at least one client outcome prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.
    2) Initial written report submitted electronically and hard copy by 9/30/2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on the selected client outcome(s).
    3) Final written report submitted electronically and hard copy by 12/31/2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on the selected client outcome(s).
b. Involvement of individuals living with mental illness, their families and personal caregivers in the public mental health system

1) Written report submitted electronically and hard copy by 9/30/2011 that specifies the type(s) and definition of involvement, client outcome(s) prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.
2) Initial written report submitted electronically and hard copy by 9/30/2012 that analyzes impact of the selected client/family member/personal caregiver involvement on the selected client outcome(s).
3) Final written report submitted electronically and hard copy by 12/31/2012 that analyzes impact of the selected client/family member/personal caregiver involvement on the selected client outcome(s).

Deliverable #3—Final Report

Provide final written report electronically and hard copy by 3/31/2013 which includes recommendations that:

a. Identify recommended data elements that are needed for a comprehensive evaluation, but are not available in the data sets currently in use by DMH or the counties.
b. Recommend a process for integrating service process variables with client outcomes for an effective evaluation.

DELIVERABLE	DUE DATE
Deliverable #1a FSP Analysis Initial Report	12/31/11
Deliverable #1b FSP Analysis Final Report	3/31/12
Deliverable #1c FSP Analysis Initial Report	7/31/12
Deliverable #1d FSP Analysis Final Report	10/31/12
Deliverable #2a-1 Impact of MHSA on Client Outcomes using Participatory Research – General System Development – Report	9/30/11
Deliverable #2a-2 Impact of MHSA on Client Outcomes using Participatory Research – General System Development – Initial Report	9/30/12
Deliverable #2a-3 Impact of MHSA on Client Outcomes using Participatory Research – General System Development – Final Report	12/31/12
Deliverable #2b -1 Impact of MHSA on Client Outcomes using Participatory Research – Involvement of Individuals - Report	9/30/11
Deliverable #2b -2 Impact of MHSA on Client Outcomes using Participatory Research – Involvement of Individuals – Initial Report	9/30/12
Deliverable #2b -3 Impact of MHSA on Client Outcomes using Participatory Research – Involvement of Individuals – Final Report	12/31/12
Deliverable #3—Final Report	3/31/13

Objectives

Objective #1 Full Service Partnership Analysis--Design relevant metrics, perform statistical analyses and develop reports that:

a. Determine range and average annual per person expenditures for a full service partnership (FSP) by age group—children, transition aged youth, adults and older adults. The proportion of the expenditures by funding source shall be determined.

b. Determine the financial impact of outcomes achieved by identifying any cost avoidances, cost offsets and/or compare expenditures for FSPs for at least one age group to average costs associated with reductions in negative quality of life indicators and change since enrollment in the program. The outcomes must be consistent with those in the MHSA/System of Care statutes at the individual/client level. Note: the Evaluator may base this financial analysis on outcomes have been and continue to be developed through other evaluations.

Objective #2 Using Participatory Research with individuals living with mental illness, their family members and personal caregivers, ensuring participation of traditionally unserved and underserved communities across the life span:

a. Determine the impact of at least one type of service/strategy funded with general system development funding category on at least one outcome prioritized from the MHSA/System of Care statutes at the individual/client level. Note: The MHSOAC's Initial Statewide Evaluation of the MHSA is expected to provide a summary of general system development activities and expenditures that can be used as base information for this analysis.

b. Determine the impact of involvement of individuals living with mental illness, their families and personal caregivers in the public mental health system on at least one outcome prioritized from the MHSA/System of Care statutes.

Objective #3 Provide a final report which includes recommendations that:

a. Identify recommended data elements that are needed for a comprehensive evaluation, but are not available in the data sets currently in use by DMH or the counties.

b. Recommend a process for integrating service process variables with individual/client outcomes for an effectiveness evaluation.

D. Scope of Work

Introduction and Guiding Principles

This effort is both an evaluation of MHSA-funded services and of the Act's broader impact on the public community mental health system outcomes specified in the MHSA and related system of care statutes. Since its inception in 2005, MHSA-

related programs and services have become more meaningfully integrated within county mental health systems of care. While it is important to demonstrate a clear accountability for MHSA funds it is also important to recognize that the outcomes included in this RFP may include more than distinct MHSA funded or partially MHSA funded programs.

Of critical importance is the need to continue the overarching MHSA evaluation to accurately depict the extent to which the objectives of the MHSA have been accomplished. The analysis must be credible, meaningful and specify the outcomes or conclusions in understandable terms. The analysis must also include and synthesize the results of the multiple efforts occurring to evaluate outcomes of various parts of the MHSA. Accurate non-biased results are required.

In addition to the usual and customary outcomes of evaluation efforts, the evaluation is also intended to be consistent with the values of the MHSA (described and reiterated above.) These efforts are to be undertaken in a manner that is consistent with the spirit and intention of the Act.

This evaluation is a critical next step in an ongoing, continuous evaluation effort by MHSOAC, building on previous evaluation efforts by the MHSOAC, counties, DMH and other state departments, academic institutions, foundations, mental health providers, federal institutions, and advocacy organizations for MHSA target populations. It is expected that the analyses conducted in this evaluation associated with deliverable #1 will utilize existing statewide data sets.
Participatory research strategies under deliverable #2 may include obtaining additional data.

Primary databases expected to be available through DMH include:

- Client and Services Information System (CSI),
- Data Collections and Reporting (DCR) database,
- Consumer Perception Survey (CSP) database,
- Exhibit 6: Three-Year Plan – Quarterly Progress Goals And Report, Actual/Estimated Population Served through CSS
- Annual County MHSA Revenue and Expenditure Reports, and
- Annual County Cost Reports.

The proposed evaluation framework is intended to build upon existing county efforts without adding additional, burdensome reporting requirements.
Other information that may be critical to the Evaluator include:

- County MHSA plans, plan updates and annual updates,
- DMH and MHSOAC review tools to evaluate those plans/updates,
- Existing and ongoing evaluations, and
- Logs of grievances and/or complaints.

Surveys and new data collection forms could be considered and may be most feasible for randomly selected counties, for organizations serving MHSA target populations, and/or for individuals and their families who qualify as MHSA target populations.

Analysis of the timeliness and quality of data is essential. The selected Evaluator will be expected to provide feedback to the counties in a useful and engaging manner to encourage more timely and accurate reporting.

In conducting the evaluation of the impact of the MHSA on California's mental health system it will be critical for the Evaluator to bring an approach and philosophy to the research that mirrors the innovation, vision and values of the MHSA. Beyond being able to conduct a credible evaluation that meets the terms and conditions of the scope of work and deliverables, the selected Evaluator must be ready and able to work with MHSA stakeholders, consumers, family members and service providers to create an evaluation that is guided and informed by those who are most closely touched by the mental health system. This evaluation should further strengthen and support both stakeholder and local efforts to enhance and expand service delivery in ways that further/promote recovery and wellness for a more diverse group of individuals and transform the public's perception of mental health issues.

This evaluation will provide information to counties as well as to the broader stakeholder community. There are also many organizations that have provided ongoing contributions to the planning for this evaluation and would be helpful in conducting the evaluation. Reports need to be both technically accurate and understandable to the broad spectrum of those interested in the MHSA.

The Evaluator will develop reports based on analysis: 1) of data submitted by county mental health programs to DMH; 2) of new data that may be obtained for the participatory research; 3) data from other relevant evaluations; and 4) other relevant information. The Evaluator will consult with local and state data experts to provide technical assistance with these tasks. Individuals living with mental illness, their families, and personal caregivers with participation of traditionally unserved and underserved communities across the life span will be involved throughout the evaluation.

<u>Requirements</u>

The approach to data analysis is critical and must include the following:

1) MHSA values need to be embedded throughout evaluation.
2) The evaluation should support and encourage continuous quality improvement efforts on the part of the state, counties, and providers in data collection and analysis as well as programs and program outcomes.
3) Data should be analyzed to determine the differential impact on various populations including age, gender and race/ethnicity.

4) All data used in analyses should be reviewed for quality and timeliness. Recommendations for data system improvements and needed system resources should be made.
5) Client/individual outcomes to be evaluated must be those specified in the MHSA or associated system of care statutes.
6) The Evaluator may build analysis of Full Service Partnership benefits upon outcomes that have been and continue to be quantified through other evaluations.
7) Data must be handled in accordance with confidentiality, privacy, security and HIPAA requirements.
8) Data analyses shall be done in the context of:
   a. County characteristics (e.g. demographics, funding, etc.),
   b. Mental health system characteristics (e.g. who is served and what services are provided) and
   c. Economic changes since inception of MHSA—overall economy and public mental health funding.

The selected Evaluator is expected to establish expert advisory mechanisms, develop ongoing communication of progress including a dissemination process for reports. Specifically, the Evaluator shall:

1. Prepare all draft deliverables for posting on web and inform stakeholders of available of products and provide mechanism for input. Allow minimum of 6 weeks for review. Consider all input.

2. For Deliverable 1—Full Service Partnerships, establish and maintain stakeholder engagement in the evaluation that is representative of a wide scope of expertise, including:
   a. A process for input from individuals living with mental illness, family members/personal caregivers and representatives of culturally diverse unserved and underserved groups of all ages, and
   b. A process for input from researchers, data analysts and programmers who are responsible for local data evaluation efforts.

3. For Deliverable 2--Impact of MHSA on Client Outcomes using Participatory Research, all aspects of the research shall be developed through a partnership between researchers and individuals living with mental illness, their family members and personal caregivers, ensuring participation of traditionally unserved and underserved communities across the life span. This collaborative process determines priorities for Deliverable 2 regarding what is to be studied, where, when and how it is to be studied. All partners contribute their expertise to enhance understanding of the research question, design, implementation and interpretation of results. In addition, the Evaluator shall establish a process for input from researchers, data analysts and programmers who are responsible for local data evaluation efforts.

4. Maintain ongoing interaction with MHSOAC staff and Evaluation Committee.
   a. Update and provide ongoing input to other MHSOAC Committees as needed.
   b. Participate in bi-weekly briefing calls with staff and provide written quarterly evaluation status updates.

5. Disseminate findings from evaluation to the broad and varied groups interested in the MHSA.

E. Proposer Minimum Qualifications

Each of the minimum qualifications below must be met by one or more individuals of the proposer.

1. Minimum Qualifications
   a. Experience in program evaluation—experience on multiple projects.
   b. Experience in working with public community mental health systems.
   c. Experience and capability to manage a project of similar duration and funding--$1 million over 2 years.
   d. Experience in advanced data management and data analysis.
   e. Experience in setting up and working with consumer/family advisory groups and working with other stakeholders, including local data experts.
   f. Experience regarding cultural competence and disparities in access in mental health systems.
   g. Experience in concepts of client and family resilience and recovery.
   h. Knowledge of and experience with participatory research.
   i. Proposer's Federal Employer Identification Number (FEIN); and evidence that Proposer is registered with the California Secretary of State to do business in California. If an individual, include a copy of appropriate licensure to do business.

      Note: An organization must be registered with California's Secretary of State if it is a corporation that will be doing business in CA. The registration can be pending at time of bid submission, but must be complete by the time of contract award.

2. Desired Qualifications
   a. Demonstrated experience with MHSA.
   b. Experience regarding age-specific, evidence based mental health practices.
   c. Experience working with public datasets, including entering into Data Sharing Memoranda of Understanding (MOUs) for access to public data that included full Health Insurance Portability and Accountability Act (HIPAA) compliance.
   d. Extensive experience on minimum qualifications.

F. Proposal Submission Instructions

The proposer must provide each of the items identified below with their Proposal.

1. Required Attachments Checklist/Table of Contents, Attachment 1.

2. Required Proposal/Proposer Certification Sheet, Attachment 3.

3. Cover Letter: Attachment 4: Proposal Cover Letter must identify a single point of contact for communications regarding the proposal. The contact person must be familiar with the project and budget and be able to answer questions and provide accurate information to the MHSOAC on a timely basis. The cover letter must be signed by an official authorized to enter into a contract.

4. Proposer Qualifications: Attachment 5: Proposer must provide required documentation demonstrating the ability to meet the minimum qualifications as described in Section E.

5. Proposal Abstract: Attachment 6: The proposer shall provide a two-page summary that includes:
    a. Brief description of fiscal entity and relevant experience.
    b. Identification of key project personnel, including lead evaluator, and their respective roles.
    c. Identification of strategies and key activities for completion of the MHSOAC's Expanded Statewide Evaluation of the MHSA.

6. Proposal Narrative: Attachment 7: In this section, the proposer shall detail qualifications of the fiscal entity and key personnel and provide a description of the strategies and activities associated with the development and completion of the MHSOAC Expanded Statewide Evaluation for MHSA. The maximum number of pages for this section is ten (10). Information included in the provider qualifications and/or work plan/cost summary sections does not need to be repeated.
    a. Description of Proposer
        i. Description of Fiscal Entity—
            a) Provide a brief synopsis of the firm history and mission as it relates to this effort of all participating organizations. If collaborative, clearly articulate which firm is lead.
            b) List relevant projects that the proposer is currently conducting or has completed. Please include a brief project description and the project budget of relevant projects.
            c) Provide a brief statement acknowledging the firm's experience with and ability to comply with HIPAA requirements, to ensure data security and confidentiality. Describe how proposer will address

confidentiality and human subjects' protection requirements, if appropriate.

ii. Description of Personnel
   a) Provide organizational chart describing reporting relationships across the team.
   b) Describe team approach to project delivery, if applicable.
   c) Provide information regarding the proposed project team, including a list all proposed team members, their titles and job descriptions: include brief description of proposed role on the team, note whether proposed staff is member of lead firm, collaborating firm or subcontractor.
   d) Qualifications of Key Personnel, focusing on the expertise and experience that address Desired Qualifications described in E.2. above.
   e) Relationship with Subcontractors: If subcontractors are contemplated, proposer shall identify those persons or firms, the anticipated portions and monetary percentages of the work to be done by the subcontractors, how they will be selected, summary of relevant experience and a description of how the subcontracted work will be directed, monitored and evaluated.
   f) In addition to proposer responses, resumes, sample work products and up to 3 letters of support and/or letters of recommendation may be included as Attachments.

b. Present your plan for addressing the different deliverables articulated in the scope of work.

c. A description of the methods, strategies and other approaches that the proposer will use to involve stakeholders including but not limited to the client and family member advisory group, unserved, underserved communities and local researchers/data experts.

d. A description of methods and strategies and other approaches that the proposer will use to incorporate MHSA values into deliverables and to address Scope of Work.

e. A description of the major tasks/actions necessary for completion of each of the Deliverables. Activities/tasks identified under the descriptions in Section C: Deliverables and Section D: Scope of Work.

7. Cost Sheet/Work Plans for each deliverable—Attachment 8

a. Provide a work plan and proposal cost for each of the 3 deliverables specified in Section C using format provided in Attachments 8A and 8B.
   i. Attachment 8A: Identify proposed total fixed price for each deliverable in whole, or by sub-deliverable.
   ii. Attachment 8B: Provide the proposed timeline, responsible staff, major tasks, key activities/necessary subtasks, and other milestones by which progress can be measured as appropriate.

8. Summary Cost Proposal—Attachment 9
   Provide summary cost proposal using format in Attachment 9 that shows requested total fixed price for each deliverable/sub-deliverable which is consistent with the work plan.

9. Bidder Declaration – Attachment 10
   For purposes of this RFP, all proposers must submit a completed Attachment 10.

10. Darfur Contracting Act Certification – Attachment 11
    Please read this form, and if it applies to proposer's firm, complete the form and return it with your Proposal.

11. Optional Attachments—
    a. Resumes for key staff/subcontractors not to exceed two pages for each.
    b. Provide sample of work, not to exceed twenty (20) pages.
    c. References—provide up to three letters of reference/support that attest to the qualifications of the firm and lead staff.

G. Contract Term and Available Funding

The total funding amount available for funding services provided under this RFP is $1,000,000 from FY 10/11 from the MHSA funds for state administration. This is a deliverables-based contract based on a lump sum or fixed price for each deliverable to begin in the current fiscal year and end in FY12/13. Payment to the Contractor shall be based on the satisfactory completion and delivery of project deliverables for a lump sum or fixed price for the total project.

MHSOAC intends to fund the contract resulting from this RFP based on the awarded bid amount, within the above project budget parameters.

Any award from this RFP is contingent on approval of the annual State budget. Proposers should realize that until there is approval of the State budget each year, there is no guarantee of funding availability for their proposal, even if they are awarded a contract in this RFP process.

H. Key Action Dates

This schedule is contingent upon a number of factors including the availability of funds. Should any significant date be modified, proposers will be notified via an addendum to this RFP to be posted on the website of BidSync at www.bidsync.com. The MHSOAC reserves the right to modify the RFP and/or change the dates and times at its sole discretion, prior to the date fixed for submission of proposals, by issuance of an addendum.

KEY ACTION DATES	EVENT
December 1, 2010	The MHSOAC's Expanded Statewide Evaluation of the MHSA RFP is issued and available at the California State Contracts Register (CSCR), located at: http://www.bidsync.com
December 8, 2010	The Attachment 2: Notice of Intent to Apply for the MHSOAC Expanded Statewide Evaluation for MHSA RFP is due to the DMH Contracts Unit, postmarked by mail or fax number: 916-653-8752 Please mail or deliver notice to: ATTN: Contracts Unit, Allen Chancey California Department of Mental Health 1600 9th Street, Room 101 Sacramento, CA 95814
December 13, 2010	Written inquiries about this RFP must be submitted through the CSCR (BidSync) no later than 4:30 PM PST on December 13, 2010.
December 22, 2010	Response to written questions will be posted to the CSCR (at BidSync)
January 20, 2011	Proposals must be received by 4:30 PM PST by DMH Contracts Unit. Copies must be delivered in person, by mail, or by overnight delivery. Faxed and e-mailed proposals will not be accepted. It is not sufficient to postmark proposals by this date or to leave the proposals at the DMH Security Desk. The office is open 8:00 AM – 5:00 PM, Monday–Friday except furlough days and state holidays. Please mail or deliver proposals to: ATTN: Contracts Unit, Allen Chancey California Department of Mental Health 1600 9th Street, Room 101 Sacramento, CA 95814
February 9, 2011 (anticipated)	Notice of Intent to Award will be posted.
February 15, 2011 (anticipated)	Protest period ends. DMH must receive letters of protest by 4:30 PM PST on February 15, 2010. The letter of protest with original signature must be received by this date. It is not sufficient to postmark protests by this date.
February 16, 2011 (anticipated)	The final notification of award is posted. (Assumes no protests submitted.)
March 31, 2011 (anticipated)	Contract is executed and contractor may begin work.

I. Mandatory Letter of Intent

A letter of intent to apply under this RFP must be postmarked by December 8, 2010 if submitted by mail or must be received by December 8, 2010 if submitted by FAX. No proposal will be accepted unless the Letter of Intent was received by the noted date. Letters of Intent must be submitted to:

ATTN: Contracts Unit, Allen Chancey
California Department of Mental Health
1600 9th Street, Room 101
Sacramento, California 95814

Fax Number: (916) 653-8752

J. Proposer Questions

If a proposer needs clarification about the services being sought or has questions about the RFP's instructions or requirements, inquiries shall be put in writing and communicated through the California State Contracts Register (CSCR) at www.bidsync.com by 4:30 PM PST December 13, 2010. At its discretion, MHSOAC reserves the right to contact a proposer to seek clarification of any inquiry received. If a proposer fails to report a known or suspected problem with this RFP, or fails to seek clarification and/or correction of the RFP, the proposer submits a proposal at his/her own risk.

Any questions which, in the judgment of the MHSOAC, materially alter the RFP requirements will be answered in writing. The questions and answers will be posted on the CSCR website at www.bidsync.com. Any material changes to the RFP will be made in the form of an addendum posted on the CSCR. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants.

Please note that oral MHSOAC and DMH comments have no force or effect and are not binding on MHSOAC unless later confirmed in writing. Further, no inference shall be drawn from any question not responded to in writing.

K. Submission of Proposal/Format Requirements

1. Proposals shall provide straightforward and concise descriptions of the proposer's work plan to satisfy the requirements of this RFP. The proposal shall be complete and accurate. Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal. MHSOAC will determine the responsiveness of a proposal by whether or not it addresses the requirements of this RFP, not by its volume, packaging or colored displays.

2. The proposal shall be typewritten on white bond paper using 12-point font. Left and right margins shall be at least one inch. Paper size shall be standard letter, 8 ½ by 11 inches. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.

3. No erasures are permitted on hard copies. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial the corrections in ink.

4. All proposals shall include the documents identified in Required Section/Form Checklist/Table of Contents. Proposals not including the proper required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.

5. Proposals must comply with all RFP requirements. Before submitting a response to this RFP, proposers should review the proposal, correct all errors and confirm compliance with the RFP requirements. Not complying with all of the RFP requirements is cause for a proposal to be rejected.

6. Any agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site at http://www.ols.dgs.ca.gov/Standard+Language/default.htm. The State's General Terms and Conditions are not negotiable.

7. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. MHSOAC may reject any or all proposals and may waive an immaterial deviation in a proposal. MHSOAC's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

8. An individual who is authorized to bind the proposing firm contractually shall sign Attachment 3: Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

9. All proposals must be submitted under sealed cover and received by DMH Contracts Unit by the date and time shown in Section H: Key Action Dates. Proposals received after this date and time will not be considered.

10. One (1) original proposal plus ten (10) paper copies of the proposal must be submitted to DMH.

11. The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

12. An electronic copy of the proposal on CD-ROM must be submitted to DMH.

13. Proposals shall be mailed or delivered to the following address and shall be marked "DO NOT OPEN" as in the sample below (same address for U.S. Postal Service deliveries and for hand deliveries, including UPS, Express Mail, Federal Express, etc.):

DO NOT OPEN

RFP 10-70134-000
MHSOAC's Expanded Statewide Evaluation of the MHSA

ATTN: Contracts Unit, Allen Chancey
California Department of Mental Health
1600 9th Street, Room 101
Sacramento, California 95814

14. A proposer may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in Section H: Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.

15. A proposer may withdraw its proposal, without cause, before the proposal submission deadline by submitting a written withdrawal request to DMH. The withdrawal request must be signed by the proposer or an authorized agent in accordance with Item 7 above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. After the proposal submission deadline, proposals may not be withdrawn.

16. MHSOAC may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum, which will be posted on BidSync. The addendum will also be sent to all parties who downloaded a proposal package from BidSync and entered a mailing address or e-mail address. The questions and answers will be sent via e-mail if an e-mail address is provided or to a mailing address if an e-mail address is not provided.

17. MHSOAC reserves the right to reject all proposals. MHSOAC is not required to award a contract.

18. No oral understanding or agreement shall be binding on either party.

L. Preference Programs

For the purposes of this RFP, all proposers must submit a completed Attachment 10, Bidder Declaration (GSPD-05-105).

Small or MicroBusiness Preference:

Proposers that are certified as a small business in California are encouraged to apply. A certified small business may claim a five percent (5%) cost preference when submitting a proposal on a state contract. An explanation of small business certification, and information on how to become certified as a small business, and other related information can be found on the Internet at http://www.pd.dgs.ca.gov.

Non-Small Business Preference:

Revisions to Government Code Section 14838 (b) (1) (2) provide for a non-small business preference.

The preference to a non-small business proposer that commits to small business or micro-business subcontractor participation of twenty-five percent (25%) of its all-inclusive daily rate shall be five percent (5%) of the highest responsive responsible proposer's total score within each training/technical assistance category. A non-small business, which qualifies for this preference, may not take an award away from a certified small business. The small business regulations are located in Title 2 of the CA Code of Regulations Section 1896.

To be considered a valid small business in an applicable state contract bid competition, a complete certification application package must be received by the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 PM on the proposal submission deadline date. The certification will be effective on the date the application is properly received and deemed complete by the OSDC. Incomplete application submittals will delay certification status and may result in the loss of the 5% preference eligibility. Applications are processed on a "first-in," "first-out" basis unless an expedite is requested. Expedite requests will be considered by the OSDC as follows: Proposer must be actively bidding on an upcoming State of California solicitation. The law allows certification applicants until 5:00 PM on the proposal submission deadline date to properly submit a complete certification application and all required supporting documents to the OSDC. However, the OSDC prefers to receive the written expedite request and complete certification application package a minimum of five working days prior to the proposal submission deadline date. Further information can be found on the Internet at http://www.pd.dgs.ca.gov/smbus/expedite.htm.

Small Business Language:

A. In accordance with Government Code Section 14838.5, et seq. and California Code of Regulations, Title 2, Section 1896, et seq., a five (5) percent preference will be granted to a proposer's properly certified as a California Small Business, Micro-business, or Non-Small Business with a Small Business subcontracting for a minimal of 25% of the proposal amount. A five (5) percent preference will be granted to a proposer's certified as a Non-Profit Veteran Service Agency in

accordance with the Military and Veterans Code Section 999.50. Applications must be on file at the office of Small Business and Disabled Veteran Business Enterprise Certification by 5:00 p.m. on proposal opening day.

B. Disabled Veteran Business Enterprise Incentive Program (Optional)

This RFP offers an incentive for bidders who provide Disabled Veteran Business Enterprise (DVBE) participation, however participation is NOT mandatory. See Attachment 16 for complete instructions.

The incentive points will be based upon the following scale.

DVBE Incentive Scale	
Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

The Small Business Preference (if any) is calculated separately from the DVBE incentive and then both are added to the point total.

M. Proposal Review Process

A multiple stage evaluation process will be used to review and/or score proposals. MHSOAC may reject any proposal that is found to be non-responsive at any stage of evaluation. An evaluation panel of subject experts will be convened to read and score proposals. See Attachment 12: Scoring and Evaluation Tools.

1. Stage 1 - Submission Review

Each proposal shall be checked for the presence or absence of all required documents and conformance with the submission requirements of this RFP. This first Stage shall be scored on a pass/fail basis.

Those proposals that pass the requirements of Stage 1 review will be reviewed under Stage 2. Those proposals that do not meet the requirements of Stage 1 will be deemed non-responsive and will not be reviewed at the Stage 2 level.

2. Stage 2- Review of Minimum Proposer Qualifications

MHSOAC will review all proposals that passed Stage 1 to determine which proposers meet the proposer Minimum Qualifications as specified in Section E: Proposer Minimum Qualifications. Those proposals that meet the pass/fail requirements of Stage 2 review will be submitted to an Evaluation Panel for

further consideration. Those proposals that pass the requirements of Stage 2 review will be reviewed under Stage 3. Those proposals that do not meet the requirements of Stage 2 will be deemed non-responsive and will not be reviewed at the Stage 3 level.

3. Stage 3 – Project Narrative/Work Plan and Proposer's Experience Scoring

   Work plans and corresponding cost proposals will be evaluated independent of each other.
   a. The Evaluation Panel will, individually and/or as a team review, evaluate and numerically score the technical components of the proposal on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the degree to which it complies with the RFP requirements.
   b. In assigning points for individual evaluation components, the evaluation panel members may consider issues including, but not limited to, the extent to which a proposal:
      i. Is fully developed, comprehensive, and has few, if any, weaknesses, defects or deficiencies.
      ii. Is lacking information, lacking depth or breadth, or lacking significant facts and/or details.
      iii. Demonstrates that the proposer understands MHSOAC's needs, the services sought, and/or the proposer's responsibilities.
      iv. Illustrates the proposer's capability to perform all services and meet all Deliverables and Scope of Work requirements.
      v. Is consistent with the Deliverables and Scope of Work expectations.
      vi. Demonstrates the proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods, creative or innovative business solutions, etc.).
   c. An overall maximum of 200 possible points may be achieved in this stage and a minimum of 140 points must be achieved to move to Stage 4 of the evaluation. NOTE: the minimum point values must be achieved for <u>each</u> scoring component as reflected on Attachment 12: Proposal Scoring and Evaluation Tools for Stage 3: Proposer's Experience (Minimum point value= 38) and Project Narrative (minimum point value= 102).
   d. The scores from each reviewer will be added together and the average of the scores will be calculated. The average score of the reviewers will be the final score assigned to the proposal.

4. Stage 4 – Evaluation of Cost Proposal

   a. Attachment 9: Summary Cost Proposal Sheet will be evaluated independent of work plans and cost proposals.
   b. After the Stage 3 scoring is complete, responsive proposals and corresponding work plans will be evaluated on the basis of cost. A maximum of 80 points will be awarded for the cost proposal.

c. The proposal work plan offering the lowest total cost earns the maximum of 80 points. The remaining work plans earn cost proposal points through a cost conversion formula.

The following formula is used for the award of cost points:

Lowest Cost Proposal shall be awarded 80 points. All other proposer's cost points shall be awarded based upon a ratio from the Lowest Cost Proposal.

Low Bid = Maximum points 80
Low Bid /bid x 80 = cost points

SAMPLE COST SCORE CACULATION

Bidder	Bid Amount	
A	$22,900	Low Bid = Max. pts. = 80 pts.
B	$26,000	$22,900 ÷ $26,000 x Max. pts. = 70 pts.
C	$29,700	$22,900 ÷ $29,700 x Max. pts. = 62 pts.

5. Stage 5 – Combining Proposal Narrative/Work Plan and Proposer's Experience Score with Cost Proposal Score
   a. The MHSOAC will combine the Stage 3 points that achieve a passing score to the Stage 4 cost proposal points earned and will identify the proposers work plans with the highest combined scores.

6. Stage 6 – Adjustments to Score Calculations for Bidding Preferences
   a. MHSOAC and DMH will determine and confirm which entities, if any, are eligible to receive a bidding preference (i.e., small business, DVBE). To verify the highest scored proposer, the preference points for applicable claimed preference(s) will be calculated and will readjust the total score of those proposers eligible for bidding preferences. Preference adjustments to eligible proposers will be applied according to State regulations following verification of eligibility with the appropriate office of the Department of General Services. More information about the allowable bidding preferences appears in Section L: Preference Programs.

   b. Points for eligible small business and DVBE participation preferences, as explained in Section L, shall be calculated and applied after the technical and initial cost points have been calculated.

      The amount of the small business preference is 5 percent. The amount of the DVBE participation incentive is based on the percentage of participation, up to 5 percent (see Attachment 16). The preference and/or incentive will be calculated by adding points to the score, as in the following example:

Example: If the highest total score is 70, then the small business preference or DVBE incentive amount would be 70 x .05 = 3.5 points. The points are then added to the score of the proposal with preference or incentive.

N. Award and Protest

1. An award, if made, will be made to the highest scoring proposal. A maximum of one (1) award may be made. If there are two or more proposals with the same total score, the tie will be broken by a coin toss administered by the MHSOAC.

2. Prior to awarding the contract, a Notice of Intent to Award will be posted in the atrium (near the guard desk) of the Department of Mental Health, 1600 9th Street, Sacramento, on the California State Contracts Register at (www.eprocure.dgs.ca.gov) and on DMH's website (www.dmh.ca.gov) for a period of no less than five (5) working days.

3. Protest Procedures

   This RFP is solicited in accordance with the Welfare and Institutions Code Section 5897(e) which exempts the MHSOAC from the Public Contract Code and the State Administrative Manual. Therefore, the protest provisions for this RFP shall be as stated below:

   a) An Intent to Protest letter from a proposer must be **received** at the following address not later than five (5) working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award. The only acceptable delivery method for an Intent to Protest letter is by a postal service (United States Post Office, Federal Express, etc). The Intent to Protest letter cannot be hand delivered by the proposer, faxed, or sent by electronic mail. Any letter received without an original signature and/or by a delivery method other than a postal service will not be considered.

   RFP 10-70134-000 (Intent to Protest Letter)
   MHSOAC's Expanded Statewide Evaluation of the MHSA

   ATTN: Contract Unit, Allen Chancey
   California Department of Mental Health
   1600 9th Street, Room 101
   Sacramento, CA 95814

   b) Within five (5) working days from the date the DMH receives the Intent to Protest Letter, the protesting proposer must file with the DMH at the above address a Letter of Protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by a postal service

(United States Post Office, Federal Express, etc.). The Letter of Protest cannot be hand delivered by the applicant, faxed, or sent by electronic mail. Any letter received without an original signature and/or by a delivery method other than a postal service will not be considered.

The Letter of Protest must describe the factors that support the protesting proposer's claim that the protesting proposer would have been awarded the contract had the MHSOAC correctly applied the prescribed evaluation rating standards in the RFP or if the MHSOAC had followed the evaluation and scoring methods in the RFP. The Letter of Protest must identify specific information in the proposal that the proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original proposal.

c) If a Letter of Protest is filed, the contract shall not be awarded until the MHSOAC has reviewed and resolved the protest.

d) The Executive Director of the MHSOAC will render a decision within 10 working days of the receipt of the Letter of Protest and the decision will be considered final.

O. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

P. Agreement Execution and Performance

Performance shall start on the date set by MHSOAC and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, MHSOAC, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement.

All performance under the agreement shall be completed on or before the termination date of the agreement. A Sample Standard Agreement, Attachment 13, is attached for review. The proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

List of Attachments

1. Attachment 1: Required Attachment Checklist/Table of Contents
2. Attachment 2: Notice of Intent to Apply
3. Attachment 3: Proposal/Proposer Certification Sheet
4. Attachment 4: Proposal Cover Letter
5. Attachment 5: Proposer Qualifications
6. Attachment 6: Proposal Abstract
7. Attachment 7: Proposal Narrative
8. Attachments 8 A and B: Cost Sheet/Work Plan (one per each Deliverables)
9. Attachment 9: Summary Cost Proposal Sheet
10. Attachment 10: Bidder Declaration Form (GSPD-05-105)
11. Attachment 11: Darfur Contracting Act Certification

The following are not required submittals for the proposal, but are reference materials useful to the proposer.

12. Attachment 12: Proposal Scoring and Evaluation Tools
13. Attachment 13: Sample of Standard Agreement Contract
14. Attachment 14: Sample Payee Data Record (Std. 204)
15. Attachment 15: Sample Contractor Certification Clauses (CCC-307)
16. Attachment 16: California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions

Attachment 1: Required Attachments Checklist / Table of Contents

A responsive proposal shall consist of all the required items identified below. Complete this checklist by marking the box with an "X" for each item you are submitting to the DMH.

Place this Checklist on top of your Proposal package for use as the Table of Contents. List the page numbers that correspond to your Proposal.

Proposer Name: _____

	Form	Form Name/Description	Page #
☐	Attachment 1	Required Attachments Checklist / Table of Contents	1
☐	Attachment 2	Notice of Intent to Apply	
☐	Attachment 3	Proposal/Proposer Certification Sheet	
☐	Attachment 4	Proposal Cover Letter	
☐	Attachment 5	Proposer Qualifications	
☐	Attachment 6	Proposal Abstract	
☐	Attachment 7	Proposal Narrative	
☐	Attachment 8	A. Cost Sheets and B. Work Plans for Deliverables	
☐	Attachment 9	Summary Cost Proposal Sheet	
☐	Attachment 10	Bidder Declaration (GSPD-05-105)	
☐	Attachment 11	Darfur Contracting Act Certification (if applicable)	

ATTACHMENT 2: Notice of Intent to Apply

MHSOAC's Expanded Statewide Evaluation of the MHSA
RFP Number 10-70134-000

PROPOSER NAME: _____

Contract Person: _____

Phone Number: _____

Email Address: _____

PLEASE MAIL OR FAX THIS FORM to be postmarked BY December 8, 2010, TO:

ATTN: Contracts Unit, Allen Chancey
California Department of Mental Health
1600 9th Street, Room 101
Sacramento, CA 95814

FAX: (916) 653-8752

ATTACHMENT 3: Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures by a representative authorized to bind the organization. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

A. Place all required attachments with this certification sheet.

B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document.

An Unsigned Proposal Certification May Be Cause for Rejection

Company Name	Telephone Number
Address	Fax Number
Contact Name	Title
Authorized Signature	Date

ATTACHMENT 4: Proposal Cover Letter

TITLE: MHSOAC's Expanded Statewide Evaluation of the MHSA

The undersigned proposer hereby proposes to provide the services specified in Request for Proposal Number 10-70134-000.

PROPOSER: _____

Pursuant to the attached provisions of this program, our all-inclusive amount is entered below.

Total Amount of Bid$_____

ATTACHMENT 5: Proposer Qualifications

MHSOAC's Expanded Statewide Evaluation of the MHSA

PROPOSER NAME: _____

The Proposer Qualifications summary is required. Sections 1 through 9 below will be used to determine if the minimum qualifications are met and Sections 1 through 12 (except 9) will be used to determine the score for the desired qualifications. This narrative should clearly explain how the proposer meets the minimum qualifications. If a team is proposed, indicate which individual on the team has the requisite experience. A maximum of 12 pages may be submitted for the Proposer Qualifications summary. The following sections should be utilized to describe the proposer's experience:

1. *Experience in program evaluation—experience on multiple projects.*

2. *Experience in working with public community mental health systems.*

3. *Experience and capability to manage a project of similar duration and funding--$1 million over 2 years.*

4. *Experience in advanced data management and data analysis.*

5. *Experience in setting up and working with consumer/family advisory groups and working with other stakeholders including local data experts.*

6. *Experience regarding cultural competence and disparities in access in mental health systems.*

7. *Experience in concepts of client and family resilience and recovery.*

8. *Knowledge and experience with participatory research.*

9. *Proposer's Federal Employer Identification Number (FEIN); and evidence that Proposer is registered with the California Secretary of State to do business in California. If an individual, include a copy of appropriate licensure to do business.*

10. *Demonstrated experience with the MHSA.*

11. *Experience in age-specific, evidence based mental health practices.*

12. *Experience working with public datasets, including entering into Data Sharing MOUs for access to public data that included full HIPAA compliance.*

ATTACHMENT 6: Proposal Abstract

MHSOAC's Expanded Statewide Evaluation of the MHSA

PROPOSER NAME: _____

The Proposal abstract is required and should summarize the proposed project in two pages by providing:

1. *A brief description of fiscal entity and relevant experience, and identification of key project personnel, including lead evaluator, and their respective roles.*

2. *Identification of strategies and key activities for completion of the MHSOAC's Expanded Statewide Evaluation of the MHSA.*

ATTACHMENT 7: Proposal Narrative

MHSOAC's Expanded Statewide Evaluation of the MHSA

PROPOSER NAME: _____

In this attachment, the proposer shall also detail qualifications of the fiscal entity and key personnel and provide a description of how they will conduct the strategies and activities associated with the development and completion of the MHSOAC's Expanded Statewide Evaluation of the MHSA, refer to Application Instructions, Section F.6. A maximum of 10 pages may be submitted for this narrative.

Describe how the Proposer will conduct the activities associated with the development and completion of the MHSA Expanded Evaluation.

ATTACHMENT 8A: Cost Sheet

Proposer Name: _____

Proposers may propose payment of deliverables in total or combine sub-deliverables for payment purposes. Payment is based on a lump sum or fixed price for each deliverable or sub-deliverables.

DELIVERABLE 1: Full Service Partnership Analysis	Proposed Cost
A. Initial written report submitted electronically and hard copy by December 31, 2011 that specifies the 1) statewide and county specific per person annual cost average and range for adults, older adults, children and transition age youths and 2) proportion of revenue by funding source.	$
B. Final written report submitted electronically and hard copy by March 31, 2012 that specifies the 1) statewide and county specific per person annual cost average and range for adults, older adults, children and transition age youths and 2) proportion of revenue by funding source.	$
C. Initial written report submitted electronically and hard copy by July 31, 2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for at least one of the four age groups identified in deliverable1a above.	$
D. Final written report submitted electronically and hard copy by 10/31/2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for the same age group(s) reported in deliverable 1c.	$
TOTAL:	**$**

ATTACHMENT 8B: Work Plan

Proposer Name: _____

DELIVERABLE 1: Full Service Partnership Analysis	**Responsible Staff**	**Timeline** Key Milestones; Projected Start Date; and Projected Completion Date for each Essential Element
A. Initial written report submitted electronically and hard copy by December 31, 2011 that specifies the 1) statewide and county specific per person annual cost average and range for adults, older adults, children and transition age youths and 2) proportion of revenue by funding source.		
B. Final written report submitted electronically and hard copy by March 31, 2012 that specifies the 1) statewide and county specific per person annual cost average and range for adults, older adults, children and transition age youths and 2) proportion of revenue by funding source.		
C. Initial written report submitted electronically and hard copy by July 31, 2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for at least one of the four age groups identified in deliverable 1a above.		
D. Final written report submitted electronically and hard copy by October 31, 2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for the same age group(s) reported in deliverable 1c.		

ATTACHMENT 8A: Cost Sheet
Proposer Name: _____

Deliverable 2: Impact of MHSA on Client Outcomes using Participatory Research	Proposed Cost
a) General System Development 1. Written report submitted electronically and hard copy by September 30, 2011 that specifies at least one selected General System Development-funded service/strategy, at least one client outcome prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.	$
2. Initial written report submitted electronically and hard copy by September 30, 2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on the selected client outcome(s).	$
3. Final written report submitted electronically and hard copy by December 31, 2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on the selected client outcome(s).	$
b) Involvement of Individuals living with mental illness, their families and personal caregivers in the public mental health system 1. Written report submitted electronically and hard copy by September 30, 2011 that specifies the type(s) and definition of involvement, client outcome(s) prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.	$
2. Initial written report submitted electronically and hard copy by September 30, 2012 that analyzes impact of the selected client/family member/personal caregiver involvement on selected client outcome(s).	$
3. Final written report submitted electronically and hard copy by December 31, 2012 that analyzes impact of the selected client/family member/personal caregiver involvement on selected client outcome(s).	$
TOTAL:	**$**

ATTACHMENT 8B: Work Plan
Proposer Name: _____

Deliverable 2: Impact of MHSA on Client Outcomes using Participatory Research	**Responsible Staff**	**Timeline** Key Milestones; Projected Start Date; and Projected Completion Date for each Essential Element
a) General System Development 1. Written report submitted electronically and hard copy by 9/30/2011 that specifies at least one selected General System Development-funded service/strategy, at least one client outcome prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.		
2. Initial written report submitted electronically and hard copy by 9/30/2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on selected client outcome(s).		
3. Final written report submitted electronically and hard copy by 12/31/2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on selected client outcome(s).		
b) Involvement of Individuals living with mental illness, their families and personal caregivers in the public mental health system 1. Written report submitted electronically and hard copy by 9/30/2011 that specifies the type(s) and definition of involvement, client outcome(s) prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.		
2. Initial written report submitted electronically and hard copy by 9/30/2012 that analyzes impact of the selected client/family member/personal caregiver involvement on selected client outcome(s).		
3. Final written report submitted electronically and hard copy by 12/31/2012 that analyzes impact of the selected client/family member/personal caregiver involvement on the selected client outcome(s).		

ATTACHMENT 8A: Cost Sheet

Proposer Name: _____

Deliverable 3: Final Report	Proposed Cost
Provide final written report electronically and hard copy submitted by March 31, 2013 that includes recommendations that a.) Identify and recommend data elements that are needed for a comprehensive evaluation, but are not available in the data sets currently in use by DMH or the counties. b.) Recommend a process for integrating service process variables with client outcomes for an effectiveness evaluation.	$
TOTAL:	**$**

ATTACHMENT 8B: Work Plan

Deliverable 3: Final Report	**Responsible Staff**
Provide final written report electronically and hard copy submitted by March 31, 2013 that includes recommendations that a) Identify and recommend data elements that are needed for a comprehensive evaluation, but are not available in the data sets currently in use by DMH or the counties. b) Recommend a process for integrating service process variables with client outcomes for an effectiveness evaluation.	

ATTACHMENT 9: Summary Cost Proposal Sheet

Proposer Name: _____

DELIVERABLES:	Proposed Amounts
1. Full Service Partnership Analysis	$
2. Impact of MHSA on Client Outcomes using Participatory Research	$
3. Final Report	$
TOTAL AMOUNT:	**$**

ATTACHMENT 10: Bidder Declaration (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf

State of California—Department of General Services, Procurement Division

GSPD-05-105 (REV 8/09)

Solicitation Number _____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

   a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ____

   b. Will subcontractors be used for this contract? Yes ____ No ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

   _____

   c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ____ No ____
   (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ____ No ____ N/A ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page ____ of ____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT 11: If applicable

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION
If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

OPTION #2 – WRITTEN PERMISSION FROM DGS
Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
Initials of Submitter	
Printed Name and Title of Person Initialing	

ATTACHMENT 12: Proposal Scoring and Evaluation Tools

Stage 1 -Submission of Proposal/Format Requirements

PASS	FAIL	SUBMISSION OF PROPOSAL/FORMAT REQUIREMENTS
☐	☐	1. Notice of Intent to Apply was timely submitted.
☐	☐	2. The proposal is typewritten on white bond paper using 12-point font. Left and right margins are at least one inch. Paper size shall be standard letter, 8 ½ by 11 inches. Bound in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.
☐	☐	3. No erasures. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial the corrections in ink.
☐	☐	4. All proposals shall include the documents identified in Required Section/Form Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.
☐	☐	5. An individual who is authorized to bind the proposing firm contractually shall sign Attachment 3: Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
☐	☐	6. One (1) original proposal plus a minimum of ten (10) paper copies of the proposal must be submitted to DMH.
☐	☐	7. The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
☐	☐	8. An electronic copy in Word/Excel, as appropriate, of the proposal on CD-ROM must be submitted to DMH.
☐	☐	9. All proposals must be submitted under sealed cover and received by DMH by January 20, 2011 4:30 PM PST. Proposals received after this date and time will not be considered.
☐	☐	10. Proposer has met all submission requirements.

ATTACHMENT 12: Proposal Scoring and Evaluation Tools

Stage 2- Proposer Minimum Qualifications

PASS	FAIL	PROPOSER MINIMUM QUALIFICATIONS
☐	☐	1. Experience in program evaluation—experience on multiple projects.
☐	☐	2. Experience in working with public community mental health systems.
☐	☐	3. Experience and capability to manage a project of similar duration and funding--$1 million over 2 years.
☐	☐	4. Experience in advanced data management and data analysis.
☐	☐	5. Experience in setting up and working with consumer/family advisory groups and working with other stakeholders, including local data experts.
☐	☐	6. Experience regarding cultural competence and disparities in access and in mental health systems.
☐	☐	7. Experience in concepts of client and family resilience and recovery.
☐	☐	8. Knowledge and experience with participatory research.
☐	☐	9. Proposer's Federal Employer Identification Number (FEIN); and evidence that Proposer is registered with the California Secretary of State to do business in California. If an individual, include a copy of appropriate licensure to do business. Note: An organization must be registered with California's Secretary of State if it is a corporation that will be doing business in California. The registration can be pending at time of bid submission, but must be complete by the time of contract award.

ATTACHMENT 12: Proposal Scoring and Evaluation Tools

Stage 3 - Project Narrative/Work Plan and Proposer's Experience

Work Plan	Point Value of Component	Minimum Point Value (must be achieved to pass Stage 3)
Part One: Proposer's Experience	55	38
Part Two: Project Narrative/Work Plan	145	102
Total	**200**	**140**

The Evaluation Panel will use the following criteria to score each of the technical proposal components:

Part One: Proposer's Experience: In the Proposer's Experience section, the following areas detailed below will be evaluated and scored. In addition to the Proposer's Experience description responding to this requirement, the Resumes for Key Personnel will be used to evaluate this component.

Criteria	Excellent 5 points	Adequate 4 points	Marginal 3 points	Missing 0 points
1. Experience in program evaluation—experience on multiple projects.				
2. Experience in working with public community mental health systems.				
3. Experience and capability to manage a project of similar duration and funding--$1 million over 2 years.				
4. Experience in advanced data management and data analysis.				
5. Experience in setting up and working with consumer/family advisory groups and working with other stakeholders, including local data experts.				
6. Experience regarding cultural competence, and disparities in access in mental health systems.				

Criteria	Excellent 5 points	Adequate 4 points	Marginal 3 points	Missing 0 points
7. Experience in concepts of client and family resilience and recovery.				
8. Knowledge and experience with participatory research.				
9. Demonstrated experience with MHSA				
10. Experience regarding age-specific, evidence based mental health practices				
11. Experience working with public datasets, including entering into Data Sharing Memoranda of Understanding (MOUs) for access to public data, that included full Health Insurance Portability and Accountability Act (HIPAA) compliance				
Maximum Points Possible: 55				

ATTACHMENT 12: Proposal Scoring and Evaluation Tools

Part Two: Project Narrative/Work Plan: In the Project Narrative and Work Plan, the following criteria will be considered:

1. Deliverable #1—Full Service Partnership Analysis	Points: 55			
Criteria	Excellent 47-55 points	Adequate 39-46 points	Marginal 28-38 points	Missing 0 points
The work plan for the development and timely completion of the analysis of FSPs is well developed, feasible, and appropriate. All of the required elements are addressed and it clearly details: • The key activities and deliverables. • Understanding of the complexity of the tasks involved. • The responsible staff or subcontractor responsible for the key activities and deliverables. • The process for involving MHSOAC Staff, the MHSOAC Evaluation Committee, the stakeholder engagement that is representative of a wide scope of expertise including input from individuals living with mental illness, family members/personal caregivers and representatives of culturally diverse unserved and underserved age groups in addition to a process for input from researchers and local data experts. • Timeline of key activities and deliverables clearly state start and end dates.				
2. Deliverable #2—Impact of MHSA on Client Outcomes using Participatory Research	Points: 55			
Criteria	Excellent 47-55 points	Adequate 39-46 points	Marginal 28-38 points	Missing 0 points
The work plan for the development and timely completion of the impact of MHSA on Client Outcomes using Participatory Research is well developed, feasible, and appropriate. All of the required elements are addressed and it clearly details: • The key activities and deliverables. • Understanding of the complexity of the tasks involved. • The responsible staff or subcontractor responsible for the key activities and deliverables.				

• The process for involving MHSOAC Staff, the MHSOAC Evaluation Committee, the partnerships with researchers, individuals living with mental illness, their families and personal caregivers, ensuring participation of traditionally unserved and underserved communities across the life span, including a process for input from researchers and local data experts. • Timeline of key activities and deliverables clearly state start and end dates.				
3. Deliverable #3—Final Report	Points: 35			
Criteria	Excellent 30-35 points	Adequate 25-29 points	Marginal 18-24 points	Missing 0 points
The work plan for the development and timely completion of the final report is well developed, feasible, and appropriate. All of the required elements are addressed and it clearly details: • The key activities and deliverables. • Understanding of the complexity of the tasks involved. • The responsible staff or subcontractor responsible for the key activities and deliverables. • The process for involving MHSOAC Staff, the MHSOAC Evaluation Committee, the partnerships with researchers, individuals living with mental illness, their families and personal caregivers, ensuring participation of traditionally unserved and underserved communities across the life span, including a process for input from researchers and local data • A strategy to provide recommendations to identify needed data elements and integration of service process variables with outcomes for an effective evaluation • Timeline of key activities and deliverables clearly state start and end dates				
Maximum Points Possible: 145			TOTAL SCORE :	

ATTACHMENT 12: Proposal Scoring and Evaluation Tools

Stage 4 – Evaluation of Cost Proposal

Work Plan	Point Value of Component	Points Awarded (See Section M, #4 for details)
Cost Points	**80**	

Stages 5 & 6 – Combine Scores for Stages 3 and 4 and Application of Preferences

Work Plan	Point Value of Component	Points Awarded
Stage 3 Part One: Proposer's Experience	55	
Stage 3 Part Two: Project Narrative/Work Plan	145	
Stage 4: Cost Points	**80**	
Total Points Possible	**280**	
Preference Points for Small Business		
Preference Points for DVBE		
Total Score		

Attachment 13: Sample Agreement

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME
   Mental Health Services Oversight and Accountability Commission

   CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: $

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	page(s)
Exhibit B – Budget Detail and Payment Provisions	page(s)
Exhibit C* – General Terms and Conditions	
Check mark one item below as Exhibit D:	
☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	page(s)
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Mental Health Services Oversight and Accountability Commission		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Sherri Gauger, Executive Director		☒ Exempt per: WIC 5897(e)
ADDRESS 1300 17th Street, Suite 1000, Sacramento, CA 95811		

SAMPLE

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the Mental Health Services Oversight and Accountability Commission (MHSOAC) all equipment, materials, supplies, personnel, transportation, licenses, and permits necessary to perform the work stated herein.

2. The services shall be performed at (location).

3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).

4. The project representatives during the term of this Agreement will be:

Program Representatives:

Mental Health Services Oversight and Accountability Commission	Contractor's Name
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Direct all administrative inquiries to:

Mental Health Services Oversight and Accountability Commission	Contractor's Name
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

5. Detailed Description of Work to Be Performed

A. Introduction and Guiding Principles

This effort is both an evaluation of MHSA-funded services and of the Act's broader impact on the public community mental health system outcomes specified in the MHSA and related system of care statutes. Since its inception in 2005, MHSA-related programs and services have become more meaningfully integrated within county mental health systems of care. While it is important to demonstrate a clear accountability for MHSA funds it is also important to recognize that the outcomes included in this RFP may include more than distinct MHSA funded or partially MHSA funded programs.

Of critical importance is the need to continue the overarching MHSA evaluation to accurately depict the extent to which the objectives of the MHSA have been accomplished. The analysis must be credible,

SAMPLE

meaningful and specify the outcomes or conclusions in understandable terms. The analysis must also include and synthesize the results of the multiple efforts occurring to evaluate outcomes of various parts of the MHSA. Accurate non-biased results are required.

In addition to the usual and customary outcomes of evaluation efforts, the evaluation is also intended to be consistent with the values of the MHSA (described and reiterated above.) These efforts are to be undertaken in a manner that is consistent with the spirit and intention of the Act.

This evaluation is a critical next step in an ongoing, continuous evaluation effort by MHSOAC, building on previous evaluation efforts by the MHSOAC, counties, DMH and other state departments, academic institutions, foundations, mental health providers, federal institutions, and advocacy organizations for MHSA target populations. It is expected that the analyses conducted in this evaluation associated with deliverable #1 will utilize existing statewide data sets.
Participatory research strategies under deliverable #2 may include obtaining additional data.

Primary databases expected to be available through DMH include:

- Client and Services Information System (CSI),
- Data Collections and Reporting (DCR) database,
- Consumer Perception Survey (CSP) database,
- Exhibit 6: Three-Year Plan – Quarterly Progress Goals And Report, Actual/Estimated Population Served through CSS
- Annual County MHSA Revenue and Expenditure Reports, and
- Annual County Cost Reports.

The proposed evaluation framework is intended to build upon existing county efforts without adding additional, burdensome reporting requirements.
Other information that may be critical to the Evaluator include:

- County MHSA plans, plan updates and annual updates,
- DMH and MHSOAC review tools to evaluate those plans/updates,
- Existing and ongoing evaluations, and
- Logs of grievances and/or complaints.

Surveys and new data collection forms could be considered and may be most feasible for randomly selected counties, for organizations serving MHSA target populations, and/or for individuals and their families who qualify as MHSA target populations.

Analysis of the timeliness and quality of data is essential. The selected Evaluator will be expected to provide feedback to the counties in a useful and engaging manner to encourage more timely and accurate reporting.

In conducting the evaluation of the impact of the MHSA on California's mental health system it will be critical for the Evaluator to bring an approach and philosophy to the research that mirrors the innovation, vision and values of the MHSA. Beyond being able to conduct a credible evaluation that meets the terms and conditions of the scope of work and deliverables, the selected Evaluator must be ready and able to work with MHSA stakeholders, consumers, family members and service providers to create an evaluation that is guided and informed by those who are most closely touched by the mental health system. This evaluation should further strengthen and support both stakeholder and local efforts

SAMPLE

to enhance and expand service delivery in ways that further/promote recovery and wellness for a more diverse group of individuals and transform the public's perception of mental health issues.

This evaluation will provide information to counties as well as to the broader stakeholder community. There are also many organizations that have provided ongoing contributions to the planning for this evaluation and would be helpful in conducting the evaluation. Reports need to be both technically accurate and understandable to the broad spectrum of those interested in the MHSA.

The Evaluator will develop reports based on analysis: 1) of data submitted by county mental health programs to DMH; 2) of new data that may be obtained for the participatory research; 3) data from other relevant evaluations; and 4) other relevant information. The Evaluator will consult with local and state data experts to provide technical assistance with these tasks. Individuals living with mental illness, their families, and personal caregivers with participation of traditionally unserved and underserved communities across the life span will be involved throughout the evaluation.

B. Requirements

The approach to data analysis is critical and must include the following:

1) MHSA values need to be embedded throughout evaluation.
2) The evaluation should support and encourage continuous quality improvement efforts on the part of the state, counties, and providers in data collection and analysis as well as programs and program outcomes.
3) Data should be analyzed to determine the differential impact on various populations including age, gender and race/ethnicity.
4) All data used in analyses should be reviewed for quality and timeliness. Recommendations for data system improvements and needed system resources should be made.
5) Client/individual outcomes to be evaluated must be those specified in the MHSA or associated system of care statutes.
6) The Evaluator may build analysis of Full Service Partnership benefits upon outcomes that have been and continue to be quantified through other evaluations.
7) Data must be handled in accordance with confidentiality, privacy, security and HIPAA requirements.
8) Data analyses shall be done in the context of:
   a. County characteristics (e.g. demographics, funding, etc.),
   b. Mental health system characteristics (e.g. who is served and what services are provided) and
   c. Economic changes since inception of MHSA—overall economy and public mental health funding.

The selected Evaluator is expected to establish expert advisory mechanisms, develop ongoing communication of progress including a dissemination process for reports. Specifically, the Evaluator shall:

1) Prepare all draft deliverables for posting on web and inform stakeholders of available of products and provide mechanism for input. Allow minimum of 6 weeks for review. Consider all input.

2) For Deliverable 1—Full Service Partnerships, establish and maintain stakeholder engagement in the evaluation that is representative of a wide scope of expertise, including:
   a. A process for input from individuals living with mental illness, family members/personal caregivers and representatives of culturally diverse unserved and underserved groups of all ages, and

SAMPLE

b. A process for input from researchers, data analysts and programmers who are responsible for local data evaluation efforts.

3) For Deliverable 2--Impact of MHSA on Client Outcomes using Participatory Research, all aspects of the research shall be developed through a partnership between researchers and individuals living with mental illness, their family members and personal caregivers, ensuring participation of traditionally unserved and underserved communities across the life span. This collaborative process determines priorities for Deliverable 2 regarding what is to be studied, where, when and how it is to be studied. All partners contribute their expertise to enhance understanding of the research question, design, implementation and interpretation of results. In addition, the Evaluator shall establish a process for input from researchers, data analysts and programmers who are responsible for local data evaluation efforts.

4) Maintain ongoing interaction with MHSOAC staff and Evaluation Committee.
   a. Update and provide ongoing input to other MHSOAC Committees as needed.
   b. Participate in bi-weekly briefing calls with staff and provide written quarterly evaluation status updates.

5) Disseminate findings from evaluation to the broad and varied groups interested in the MHSA.

C. <u>Objectives</u>

1) Objective #1 Full Service Partnership Analysis--Design relevant metrics, perform statistical analyses and develop reports that:

   a. Determine range and average annual per person expenditures for a full service partnership (FSP) by age group—children, transition aged youth, adults and older adults. The proportion of the expenditures by funding source shall be determined.

   b. Determine the financial impact of outcomes achieved by identifying any cost avoidances, cost offsets and/or compare expenditures for FSPs for at least one age group to average costs associated with reductions in negative quality of life indicators and change since enrollment in the program. The outcomes must be consistent with those in the MHSA/System of Care statutes at the individual/client level. Note: the Evaluator may base this financial analysis on outcomes have been and continue to be developed through other evaluations.

2) Objective #2 Using Participatory Research with individuals living with mental illness, their family members and personal caregivers, ensuring participation of traditionally unserved and underserved communities across the life span:

   a. Determine the impact of at least one type of service/strategy funded with general system development funding category on at least one outcome prioritized from the MHSA/System of Care statutes at the individual/client level. Note: The MHSOAC's Initial Statewide Evaluation of the MHSA is expected to provide a summary of general system development activities and expenditures that can be used as base information for this analysis.

   b. Determine the impact of involvement of individuals living with mental illness, their families and personal caregivers in the public mental health system on at least one outcome prioritized from the MHSA/System of Care statutes.

SAMPLE

3) Objective #3 Provide a final report which includes recommendations that:

   a. Identify recommended data elements that are needed for a comprehensive evaluation, but are not available in the data sets currently in use by DMH or the counties.

   b. Recommend a process for integrating service process variables with individual/client outcomes for an effectiveness evaluation.

D. Deliverables

Payment to the Contractor shall be based on the satisfactory completion and delivery of project deliverables. Deliverables from the Evaluator must be in an electronic format (to be agreed upon prior to start of work) that is easily posted on the MHSAOC website, pursuant to Government Code Section 11135 in compliance with accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended and regulations implementing that Act.

The proposer must list in their proposal the lump sum or fixed price of each deliverable using Attachment 8A: Cost Sheet. Below is the list of deliverables requested through this RFP:

Timeframes for deliverable #1 assume that the contractor receives the databases from DMH by 5/31/11. Timeframes for deliverables will be extended consistent with any delays beyond that date for receiving the essential databases.

1) Deliverable #1—Full Service Partnership Analysis

   a. Initial written report submitted electronically and hard copy by 12/31/2011 that specifies the: i) statewide and county specific per person annual cost average and range for adults, older adults, children, and transition age youths; and ii) proportion of revenue by funding source.
   b. Final written report submitted electronically and hard copy by 3/31/2012 that specifies the: i) statewide and county specific per person annual cost average and range for adults, older adults, children and transition age youths; and ii) proportion of revenue by funding source.
   c. Initial written report submitted electronically and hard copy by 7/31/2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for at least one of the four age groups identified in deliverable 1a above.
   d. Final written report submitted electronically and hard copy by 10/31/2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for the same age group(s) reported in deliverable 1c.

2) Deliverable #2--Impact of MHSA on Client Outcomes using Participatory Research

   a. General System Development Programs under the CSS component of the MHSA
      1. Written report submitted electronically and hard copy by 9/30/2011 that specifies at least one selected General System Development-funded service/strategy, at least one client outcome prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.
      2. Initial written report submitted electronically and hard copy by 9/30/2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on the selected client outcome(s).
      3. Final written report submitted electronically and hard copy by 12/31/2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on the selected client outcome(s).

SAMPLE

b. Involvement of individuals living with mental illness, their families and personal caregivers in the public mental health system
   1. Written report submitted electronically and hard copy by 9/30/2011 that specifies the type(s) and definition of involvement, client outcome(s) prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.
   2. Initial written report submitted electronically and hard copy by 9/30/2012 that analyzes impact of the selected client/family member/personal caregiver involvement on the selected client outcome(s).
   3. Final written report submitted electronically and hard copy by 12/31/2012 that analyzes impact of the selected client/family member/personal caregiver involvement on the selected client outcome(s).

3) Deliverable #3—Final Report

Provide final written report electronically and hard copy by 3/31/2013 which includes recommendations that:

a. Identify recommended data elements that are needed for a comprehensive evaluation, but are not available in the data sets currently in use by DMH or the counties.
b. Recommend a process for integrating service process variables with client outcomes for an effective evaluation.

DELIVERABLE	DUE DATE
Deliverable #1a FSP Analysis Initial Report	12/31/11
Deliverable #1b FSP Analysis Final Report	3/31/12
Deliverable #1c FSP Analysis Initial Report	7/31/12
Deliverable #1d FSP Analysis Final Report	10/31/12
Deliverable #2a-1 Impact of MHSA on Client Outcomes using Participatory Research – General System Development – Report	9/30/11
Deliverable #2a-2 Impact of MHSA on Client Outcomes using Participatory Research – General System Development – Initial Report	9/30/12
Deliverable #2a-3 Impact of MHSA on Client Outcomes using Participatory Research – General System Development – Final Report	12/31/12
Deliverable #2b -1 Impact of MHSA on Client Outcomes using Participatory Research – Involvement of Individuals - Report	9/30/11
Deliverable #2b -2 Impact of MHSA on Client Outcomes using Participatory Research – Involvement of Individuals – Initial Report	9/30/12
Deliverable #2b -3 Impact of MHSA on Client Outcomes using Participatory Research – Involvement of Individuals – Final Report	12/31/12
Deliverable #3—Final Report	3/31/13

SAMPLE

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified in section 5, Budget Detail.

B. Invoices shall be submitted not more frequently than monthly in arrears.

2. INSTRUCTION TO THE CONTRACTOR

A. To expedite the processing of invoices submitted, all invoice(s) shall be submitted to the MHSOAC Contract Manager for review and approval at the following address:

California Department of Mental Health
Attention: Accounting Office
1600 Ninth Street, Room 440
Sacramento, CA 95814

B. Invoices shall be submitted as one original and three copies.

C. The following items are required on all invoices:

i. Contractor name and address printed on company letterhead or on invoice template provided by MHSOAC Contract Manager
ii. Deliverables provided should be itemized in accordance with the Budget Detail
iii. Date(s) of deliverables provided
iv. MHSOAC contract number
v. Invoice date
vi. Invoice total
vii. Authorizing signature

3. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. If this contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this contract was executed, the State may exercise its option to cancel this contract.

SAMPLE

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this contract in any manner.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

5. BUDGET DETAIL - (Contractor's Cost Proposal will be inserted here)

DELIVERABLE 1: Full Service Partnership Analysis	Proposed Cost
A. Initial written report submitted electronically and hard copy by December 31, 2011 that specifies the 1) statewide and county specific per person annual cost average and range for adults, older adults, children and transition age youths and, 2) proportion of revenue by funding source.	$
B. Final written report submitted electronically and hard copy by March 31, 2012 that specifies the 1) statewide and county specific per person annual cost average and range for adults, older adults, children and transition age youths and 2) proportion of revenue by funding source.	$
C. Initial written report submitted electronically and hard copy by July 31, 2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for at least one of the four age groups identified in deliverable 1a above.	$
D. Final written report submitted electronically and hard copy by 10/31/2012 that specifies the financial impact of outcomes achieved in comparison with expenditures for FSPs for the same age group(s) reported in deliverable 1c.	$
TOTAL:	**$**
Deliverable 2: Impact of MHSA on Client Outcomes using Participatory Research	
a) General System Development 1. Written report submitted electronically and hard copy by September 30, 2011 that specifies at least one selected General System Development-funded service/strategy, at least one client outcome prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.	$
2. Initial written report submitted electronically and hard copy by September 30, 2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on the selected client outcome(s).	$
3. Final written report submitted electronically and hard copy by December 31, 2012 that analyzes impact of the selected General System Development service(s)/strategy(ies) on the selected client outcome(s).	$
b) Involvement of Individuals living with mental illness, their families and personal caregivers in the public mental health system 1. Written report submitted electronically and hard copy by September 30, 2011 that specifies the type(s) and definition of involvement, client outcome(s) prioritized from the MHSA and/or system of care statutes, and a description of the methodology to be used, including any new data collection.	$
2. Initial written report submitted electronically and hard copy by September 30, 2012 that analyzes impact of the selected client/family member/personal caregiver involvement on selected client outcome(s).	$
3. Final written report submitted electronically and hard copy by December 31, 2012 that analyzes impact of the selected client/family member/personal caregiver involvement on selected client outcome(s).	$
TOTAL:	**$**

SAMPLE

Deliverable 3: Final Report	Proposed Cost
Provide final written report electronically and hard copy submitted by March 31, 2013 that includes recommendations that a) Identify and recommend data elements that are needed for a comprehensive evaluation, but are not available in the data sets currently in use by DMH or the counties. b) Recommend a process for integrating service process variables with client outcomes for an effectiveness evaluation.	$
TOTAL:	**$**
DELIVERABLES:	
1. Full Service Partnership Analysis	$
2. Impact of MHSA on Client Outcomes using Participatory Research	$
3. Final Report	$
TOTAL AMOUNT:	**$**

SAMPLE

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS

Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.

2. PUBLICATIONS AND REPORTS

A. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

3. PROGRESS REPORTS

If progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION

Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

5. DEPARTMENT OF MENTAL HEALTH (DMH) and MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY (MHSOAC) STAFF

DMH and MHSOAC staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions as directed by the State Contract Manager. In this connection, DMH and MHSOAC staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.

SAMPLE

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.

C. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the DMH and MHSOAC staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.

D. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the MHSOAC, but does not necessarily represent the views of the Commission or any of its employees except to the extent, if any, that it has formally been approved by the MHSOAC. For information regarding any such action, communicate directly with the MHSOAC at 1300 17th Street, Suite 1000, Sacramento, California, 95811. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

SAMPLE

7. PROVISIONS RELATING TO DATA

A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

8. APPROVAL OF PRODUCT

Each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

9. SUBSTITUTIONS

Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.

10. NOTICE

Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.

11. WAIVER

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.

12. GRATUITIES AND CONTINGENCY FEES

The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

SAMPLE

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. WORKERS' COMPENSATION

Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker's Compensation Insurance for all of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.

14. CONTRACT IS COMPLETE

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

15. CAPTIONS

The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

16. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

17. DVBE

Unless specifically waived by the MHSOAC, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

18. FORCE MAJEURE

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

SAMPLE

19. PERMITS AND LICENSES

The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

20. LITIGATION

The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.

21. DISPUTES

Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the MHSOAC's Executive Director. All issues pertaining to this dispute shall be submitted in written statements and addressed to the MHSOAC's Executive Director, 1300 17th Street, Suite 1000 Sacramento, California 95811. Such written notice must contain the Contract Number. The decision of the MHSOAC Executive Director shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Executive Director of the MHSOAC or his/her designee, the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the MHSOAC's Executive Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

22. EVALUATION OF CONTRACTOR'S PERFORMANCE

The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

23. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and

SAMPLE

it's implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

B. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as permitted or required by law.

24. AUDITS, INSPECTION AND ENFORCEMENT

A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.

B. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the DMH Information Security Officer in writing.

C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.

D. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

25. USE OF STATE FUNDS

Contractor, including its officers and members, shall not use funds received from the MHSOAC pursuant to this Contract to support or pay for costs or expenses related to the following:

A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

B. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

SAMPLE

EXHIBIT E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations (CFR), and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code and it's implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of Individually Identifiable Health Information (IIHI).

B. Permitted Uses and Disclosures of IIHI by the Contractor.

i. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

ii. *Specific Uses and Disclosures Provisions*. Except as otherwise indicated in the Agreement, the Contractor may:

a. Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.

b. Use IIHI to provide data aggregation services to the DMH and MHSOAC. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Contract with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DMH.

C. Safeguards. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide the DMH and the MHSOAC with information concerning such safeguards as the DMH and the MHSOAC may reasonably request from time to time.

The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of DMH information on portable electronic media (e.g., floppy disks and CD-Rom) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

SAMPLE

D. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy. The Contractor shall:

i. Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

a. Network-based firewall and/or personal firewall

b. Continuously updated anti-virus software

c. Patch-management process including installation of all operating system/software vendor security patches

ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

iii. Prior to disposal, sanitize all DMH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

E. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

F. Notification of Breach. During the term of this Agreement:

i. Discovery of Breach. Contractor shall immediately notify the DMH Information Security Officer by telephone call plus e-mail upon the discovery of breach of security of IIHI in all forms (paper, electronic, or oral) if the IIHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of IIHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves IIHI, notification shall be provided by calling the DMH Information Security Officer. Contractor shall take:

a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

SAMPLE

ii. Investigation of Breach. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of IIHI or confidential data. Within 72 hours of discovery (of the breach), Contractor shall notify the DMH Information Security Officer of:

a. What data elements were involved and the extent of the data involved in the breach,

b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed IIHI or confidential data,

c. A description of where the IIHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

d. A description of the probable causes of the improper use or disclosure; and

e. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

iii. Written Report. Contractor shall provide a written report of the investigation to the DMH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

iv. Notification of Individuals. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DMH Information Security Officer shall approve the time, manner and content of any such notifications.

v. DMH Contact Information. Contractor shall direct communications to the DMH Information Security Officer and the Contractor shall initiate contact as indicated herein. MHSOAC reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

Information Security Officer
California Department of Mental Health
1600 9th Street, Room 433
Sacramento, CA 95814
Phone: (916) 651-6776
E-mail: ISO@dmh.ca.gov

G. Agents and Subcontractors of the Contractor. Contractor shall ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from, or created or received by the Contractor under this Agreement, shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

H. Internal Practices. Contractor shall make Contractor's internal practices, books and records relating to the use and disclose of IIHI received from DMH, or created or received by the Contractor under this Agreement, available to MHSOAC, DMH, or to the Secretary of the U.S. Department of Health and

SAMPLE

Human Services in a time and manner designated by MHSOAC, DMH or by the Secretary, for purposes of determining DMH's compliance with the HIPAA regulations.

I. Employee Training and Discipline. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

J. Effect of Termination. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from DMH (or created or received by Contractor under this Agreement that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

K. Miscellaneous Provisions.

i. Disclaimer. Neither DMH nor MHSOAC makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.

ii. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to DMH, or MHSOAC at no cost to DMH, or to MHSOAC to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DMH, MHSOAC, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

a. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than MHSOAC or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

b. Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

c. Regulatory References. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

d. Survival. The respective rights and obligations of Contractor under this Agreement shall survive the termination or expiration of this Agreement.

SAMPLE

2. VIOLATIONS

Violations reported to U.S. Department of Health and Human Services. Upon DMH's knowledge of a material breach of this Agreement by Contractor, that has not been cured or for which termination of the Agreement is not feasible, the DMH Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

3. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

DMH may terminate this Agreement, effective immediately, if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.

SAMPLE

Attachment 14: Payee Data Record (STD 204)

This form is available at: http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf

Attachment 15: Contractor Certification Clauses (CCC-307)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:

      1) the dangers of drug abuse in the workplace;

      2) the person's or organization's policy of maintaining a drug-free workplace;

      3) any available counseling, rehabilitation and employee assistance programs; and,

      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:

      1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

http://www.ols.dgs.ca.gov/Standard+Language/default.htm

ATTACHMENT 16:

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) BID INCENTIVE INSTRUCTIONS

(09/03/09)

Please read the instructions carefully before you begin.

AUTHORITY - The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a "good faith effort" (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE - A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or $100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000.
(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION -Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document).

Bids or proposals (hereafter called "bids") that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.** Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE") who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov
To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR

at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select**:** DVBE Local Contacts (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: http://www.pd.dgs.ca.gov/smbus/advocate.htm.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- DVBE Trade Paper Listing (New 02/09) (pdf)
- DVBE Focus Paper Listing (New 02/09) (pdf)

U.S. Small Business Administration (SBA): Use the Central Contractor Registration (CCR) on-line database. *Internet contact only* –Database: www.ccr.gov/.	**FOR:** Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification)

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Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: DVBE Local Contacts (New 02/09) (pdf)	**FOR:** List of potential DVBE subcontractors

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DGS-PD **EProcurement** Website: www.eprocure.dgs.ca.gov Phone: (916)375-2000 Email: eprocure@dgs.ca.gov	**FOR:** SB/DVBE search CSCR ad Click on training tab to access eProcurement Training Modules including Small Business SB/DVBE Search

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DGS-PD **Office of Small Business and DVBE Services (OSDS)**
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:
Directory of CA DVBE
Certification applications
Certification status
General DVBE info
DVBE Utilization Plan
SB/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.